



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **AE-3**

June 10, 2015

### **REQUEST FOR PROPOSALS – ADDENDUM 1 AS-NEEDED WEATHER MODIFICATION (CLOUD SEEDING) SERVICES (2015-AN013)**

Thank you for attending our mandatory Proposers' Conference for the As-Needed Weather Modification (Cloud Seeding) Services (2015-AN013) held on Tuesday, June 2, 2015.

Please take note of the following revisions and supplemental information to the Request for Proposals (RFP). (Please note that **bold** text has been added, and any text that has a ~~strike~~through has been deleted from the RFP.) Questions presented in this clarification section of this addendum represent the questions asked by Proposers in the form and context as submitted.

Please be reminded that the deadline to submit proposals is **Wednesday, June 17, 2015, by 5:30 p.m.**

### **ADDENDUM**

1. Exhibit A, Scope of Work, Item C (page A.1), Work Description, has been changed to read:

The Scope of Work includes, but is not limited to, all services specified herein. The Contractor shall provide cloud seeding services in preparation for and during storm season (October 15 through April 15).

**The proposed Contract shall commence upon execution of agreement by both parties. Cloud seeding operations shall commence within 90 calendar days after issuance of the Notice to Proceed (NTP).**

The County reserves the right to determine if any work is or will be needed, and/or requested under this Contract, at the County's sole and absolute

discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

2. Part II, Sample Agreement, Paragraph Eleventh (page 2), has been changed to read:

~~**ELEVENTH:** No cost-of-living adjustments shall be granted for the optional renewal periods.~~

**ELEVENTH:** The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Areas. The Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the County of Los Angeles' Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County of Los Angeles employee salaries; no cost-of-living adjustment will be granted. Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for Contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

3. Exhibit A, Scope of Work, Task B, Item 2 (page A.6), has been changed to read:

Cloud seeding operations shall be carefully coordinated with weather conditions to ensure maximum effect on the target area. **Impacts to areas outside the target area are to be fully avoided if possible.** ~~and avoid any weather~~

~~modification operations outside the target areas.~~ The seeding objective should be to seed as many favorable storms as practical to enhance precipitation within the target areas.

4. Exhibit B, Section 5, Item F.4 (page B.33), Sexual Misconduct Liability, has been removed in its entirety.

~~Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.~~

5. Form PW-2, Schedule of Prices, has been replaced in its entirety with **Form PW-2.1** (Enclosed). Please note that that under Task B, Item B (Page 2 of 2), the number of Flare Units has been changed from 4 to 6.

## **CLARIFICATIONS**

The following answers are in response to the request for information and clarification submitted by attendees of the Proposer's conference:

1. **Question:** We assume the Los Angeles County Board of Supervisors will approve the draft CEQA Mitigated Negative Declaration before commencement of possible seeding activities beginning October 15, 2015.

**Response:** Yes, the Department of Public Works will recommend the Board of Supervisors to adopt the Mitigated Negative Declaration and award the Cloud Seeding Contract.

2. **Question:** Exercising optional seasons of operations for up to four additional seasons would need to recognize that the costs for the first season and perhaps subsequent seasons would need to be modified. For example: 1)an updated Cloud Seeding Operations Report probably not required in subsequent seasons 2) fabrication and installation of additional remotely controlled flare units replacing manual locations may or may not be desired and 3) the costs of Silver Iodide have fluctuated in a dramatic fashion over the past 2-3 years (consequently the unit costs of the manual generator operations may need to be adjusted at the beginning of each optional season). **There are other factors that suggest a scope of work for each subsequent optional season needs to be**

**agreed upon between LACDPW and the Contractor and new costs negotiated for each optional season.**

**Response:** No, the unit costs cannot be changed or renegotiated during the renewal options. The Department of Public Works can curtail tasks as-needed, as will most likely be the case with the Operations Report after the first year.

3. **Question:** Would it be possible to temporarily store equipment at one of the LACDPW's field sites as a staging area in the installation phase of the work?

**Response:** Per Exhibit A, Scope of Work, Item F, Storage Facilities, the County will not provide storage facilities; however, during the installation phase, the County will work with the Contractor to provide short term storage depending on the site.

4. **Question:** Quality Assurance Program. This seems like something that would be required of a construction or manufacturing contract. NAWC has not been requested to provide such a plan in its many years of successfully designing and operating operational cloud seeding programs. A number of these contracts have been with States and Municipalities. Much of this work involves intellectual applications which do not lend themselves to this quality assurance approach. For example, we all are aware of the somewhat impreciseness of weather forecasts. Do we want to develop a plan that attempts to explain why some forecasts do not verify? Weather forecasts of specific weather events drive the professional services work that we perform in conducting cloud seeding operations. We have developed internal methods of recording times of seeding operations, seeding suspension times and rational, seeding materials usage, status of seeding equipment, etc. but such procedures (though proving quite successful over many years of operations) do not begin to provide the detail requested in the RFP for a Quality Assurance Program. Can these requirements be reduced or dropped?

**Response:** The purpose of the Quality Assurance Plan is for the Contractor to have policies and procedures in place to prevent mistakes or defects in the operation of the equipment. It should be comprised of administrative and procedural activities implemented so that requirements and goals

of the Scope of Work are fulfilled. The Quality Assurance Program does not hold the Contractor responsible for producing a specified amount of additional quantities of rain.

5. **Question:** A-1, The Contractor is to evaluate generator locations. Section 3 G. Indicates Contractor is already familiar with work sites upon submission of proposal? If this is the case, NAWC may be the only Proposer that would qualify since we visited these sites in 2008 unless another Proposer was to visit the sites before the proposal is due. The cost form PW-2 has an entry for costs to evaluate generator locations. This entry is for 60 hours at a unit cost. NAWC believes the 60 hours is an underestimate plus the way the entry is designed it does not allow inclusion of any direct costs (e.g. travel and per diem). We suggest making this an "Each" entry like most all of the other entries to avoid confusion.

**Response:** No change will be made to this line item on the Schedule of Prices, Form PW-2. The Schedule of Prices calls for the Proposers rates to include all costs necessary to perform the services being requested including transportation. The total number of hours to perform this task (i.e., 60) was based upon four hours per site. This equates to field verifying two sites per day.

6. **Question:** A-2, Use of LACDPW ALERT networks. Based on previous experience, NAWC would need to know the specific software being used by the LACDPW and their approval to sign into these systems (i.e., password protected?).

**Response:** The specific software and directions on accessing the system via a Virtual Private Network (VPN) will be provided when the Contract is awarded.

7. **Question:** A-3, "The Report shall be developed under the overall supervision of the Contractor. A Weather Modification Association (WMA) certified manager or a Certified Consulting Meteorologist from the American Meteorological Society must be used to design/update the Cloud Seeding Program in compliance with the criteria described in Exhibit J." Should whoever performs this review be an employee of the Proposing firm similar to the mandatory requirement that the proposers managing employee be a WMA Certified Manager, a position that cannot be subcontracted?

**Response:** The Proposer's managing employee conducting the overall supervision and review of the Cloud Seeding Program cannot be subcontracted.

8. **Question:** A-4, Regarding generator installations, may NAWC assume that we may install fences around some or all of these sites which are located on LACDPW property? Both safety and vandalism considerations. Would this require any permits, etc. from the LACDPW?

**Response:** County agrees that fences should be installed on some sites. These will not require any special permits.

9. **Question:** A-6, The RFP talks about avoiding impacts outside the target areas. Based on NAWC's experience this is probably not possible. For example, NAWC has contributed to a paper that documents positive downwind or extra area effects from winter cloud seeding programs. We do feel confident that we can avoid producing effects in the Los Angeles Basin. Perhaps the wording could be changed indicating the desire to minimize effects outside the intended target areas?

**Response:** Please refer to Item 3 of the Addendum Section above.

10. **Question:** A-7, As will be mentioned in our proposal, the LACDPW will need to fulfill the State of California, Department of Water Resources reporting and notification requirements not the Contractor.

**Response:** The Contractor will be required to provide the County with all information necessary to fulfill any reporting requirements and the County will submit the information to the regulating agency (e.g., State of California, Department of Water Resources).

11. **Question:** A-8, Regarding Holidays since the goal is to maximize seeding effects, we would plan on conducting operations on suitable storms that may occur on days listed as Holidays for LACDPW employee as long as there is a qualified LACDPW person on duty during these storms that can approve NAWC's seeding recommendations.

**Response:** County will have personnel available during storm events that occur on County-observed holidays.

12. **Question:** A-10, Suspensions, Other Conditions indicate that LACDPW's Contract Manager will make the final decision about possible seeding suspensions if he/she is in disagreement with the Contractor's WMA Certified Manager. This is not a good idea. Either party should have the authority to suspend seeding operations as is indicated in Table 8-1 of the CEQA Mitigated Declaration item 8 that either party has the authority to suspend operations. If this wording were to remain, NAWC would ask for a clause to be added to the indemnity clause that would be in the proposed contract to the effect this indemnity from NAWC would not apply under these conditions.

**Response:** Please refer to Exhibit A, Item H, Suspension of Work – "If required to protect public safety, the Contractor may suspend project operations and obtain subsequent approval from the Contract Manager."

13. **Question:** A-11, Under Responsibilities of Contractor, "The Contractor shall maintain a WMA certified manager who will design/update the Cloud Seeding Program. The Contractor shall maintain a WMA-certified operator". Should it not be specified that these are full time employees of the Contractor and that they cannot be subcontracted?

**Response:** Please refer to Part I, Item B, Minimum Mandatory Requirements, Proposer's managing employee must be a Weather Modification Association (WMA) certified manager. The manager who will design/update the Cloud Seeding Program cannot be subcontracted. The WMA-certified operator may be subcontracted.

14. **Question:** A-12, Monthly on-site meetings in Alhambra. Can all of these meetings be conducted via conference calls? NAWC personnel could attend special meetings at the LACDPW's offices if requested.

**Response:** Conference calls may be used to fulfill this requirement; however, County reserves the right to require face-to-face meetings based on operational needs.

15. **Question:** PW-2, Perhaps this would be handled in negotiations but for A.2.d, can half the cost be invoiced upon commencement of fabrication then the remaining half invoiced when the units have been completed and successfully undergone bench checks in Salt Lake City? The sample agreement, section SIX calls for monthly invoices in arrears and payment then made 30 days after receipt of an invoice.

**Response:** No, County is unable to process an invoice for tasks that have not been completed.

16. **Question:** PW-2, Task B, believe the units for Flare Unit Direct Costs should be 6 not 4. There are 4 units but the costs are for 6 months of operation like the manual units (although there are 6 manual units and 6 months operations so this number would be correct either way in this case).

**Response:** Please refer to Item 5 of the Addendum Section above.

17. **Question:** EXHIBIT F, Is this Performance Requirements Summary form filled out by LACDPW or the Contractor?

**Response:** The Performance Requirements Summary is used as a tool for the County's Contract Manager to evaluate the Contractor's performance; therefore, it will be filled out by County.

18. **Question:** Sample Agreement, Again perhaps a negotiation item, but NAWC takes exception to the Eleventh Agreement term allowing no cost-of-living adjustments for the optional renewal periods.

**Response:** Please refer to Item 2 of the Addendum Section above.

19. **Question:** SCOPE OF WORK, EXHIBIT A C., Task A.1.a (PDF page 77/333) Nothing is said about when the initial "report" will be due. Is there a specific date for this, or within a fixed number of days after contract signing?

**Response:** There is no set date or time requirement for submitting the Report. However, the Report should be submitted to the County as soon as possible after executing the Contract, given that it must be reviewed by the County and finalized prior to initiating cloud seeding activities. The Scope of Work indicates cloud seeding activities must begin within 90 days of issuance of the NTP.

20. **Question:** C., Task A.1.d. (PDF page 78/333): This task indicates that forecasts will be acquired, not that they will be made or prepared. Is it the intention of Los Angeles County that the contractor use forecasts prepared by another entity, or those prepared by contractor (our own) meteorologists?



**Response:** Both methods of preparing forecasts will be acceptable, pending review of the details described in the draft Report. This Contract does not provide compensation for the Contractor to prepare forecasts.

21. **Question:** C., Task A.1.g. (PDF page 79/333) This states, "A draft version of the report shall be provided to Public Works four weeks to review the draft and return comments." Does this statement intend that Public Works will provide comments on the draft within four weeks of receipt? Timing is vague. Can this sentence be clarified?

**Response:** Yes, the County will provide comments within four weeks of receipt of the draft report.

22. **Question:** B., Task 3.c. (PDF page 82/333) This reads, "Make recommendations to Public Works Contract Manager or designee regarding which generators should be operated, when they are to be turned on and off, and initiate the cloud seeding process once approval has been given." This is interpreted to mean that before any seeding can be conducted that contractor must, on a case-by-case basis, obtain prior approval from public works. It also suggests that the actual seeding is conducted by contractor personnel, not County personnel. Are both interpretations correct? How much lead time will be reasonably required for the prior approval?

**Response:** Both interpretations are correct. Contractor must obtain prior approval from Public Works' Contract Manager before conducting any cloud seeding; cloud seeding will be conducted by Contractor's personnel. Lead time will vary by storm event, but typically the forecast 24 hours prior to a storm event provides sufficient information for determining whether or not cloud seeding activities should be initiated.

23. **Question:** B., Task 3.d. (PDF page 82/333) what is considered "significant"?

**Response:** Significant - Implies, but is not limited to, any of the events related or potentially leading to articles listed under Exhibit A, Scope of Work, Section H. Suspension of Work, with particular attention to the accumulating precipitation reaching excesses of 1 inch per hour or 5 inches within 24 hours. County shall be informed of any malfunction of equipment during operation.

24. **Question:** B., Task 3.e. (PDF page 82/333) this reads, "Specify the method of verification to be used to determine the location of the augmented precipitation deposition in accordance with this Exhibit immediately after the seeded storm has passed." Confusing. Does this mean that the contractor needs to provide, immediately after the seeding event, confirmation of where the additional precipitation landed? The inclusion of the word "verification" seems to imply this. In reality, the best anyone can do within the limitations of this budget will be to provide a "most probable" location of surface seeding effect. Clarification is the actual requirement and level of confidence in the targeting is needed.

**Response:** A "most probable" level of confidence of the location of surface seeding effects will be acceptable.

25. **Question:** B., Task 3.g. (PDF page 83/333) What equipment and/or software is required to access the ALERT/ALERT2 data stream? Can it be done via the Internet?

**Response:** Please refer to Item 6 of the Clarifications Section above.

26. **Question:** Mr. Mark Solak, NAWC's Vice-President, and I attended the required Proposer's Conference held at LACDPW's offices in Alhambra on June 2, 2015. One of the more important items of information that came out of this conference dealt with scheduling issues. It is our understanding that LACDPW should be able to evaluate proposals, select a potential contractor and negotiate a contract with this contractor in approximately one months' time after the proposals are submitted on June 17<sup>th</sup> (e.g. mid-July). It is also our understanding that it would then take several weeks to get this contract on a Los Angeles County Board of Supervisors agenda for approval. It was stated at the Proposer's Conference that this would date would probably be approximately mid-September. Assuming the Board of Supervisors approves this contract, the Contractor is given a notification to begin work shortly after the Board meeting; probably the latter part of September. This timing translates into perhaps only one month of time for the Contractor to complete the various tasks in the Scope of Work and have the program operational by October 15<sup>th</sup>. This timing appears questionable. To give an example, it is our understanding that Task A requires the Contractor to review and modify the earlier 2009 Cloud Seeding Program Report. No time is estimated on how long the Contractor would be expected to complete a draft report. The LACDPW is then given four weeks to review the draft and return comments. "All

comments shall then be incorporated, finalized and delivered to Public Works within three weeks for approval. Approval of the updated report is required prior to its implementation." If we assume the Contractor can conduct site visits and complete a draft report in three weeks then install the seeding equipment and bring the program to operational status in three weeks, the math is as follows: Three weeks to complete draft report, four weeks for LACDPW to review report and provide comments, three weeks for Contractor to revise report, three weeks to install equipment and bring project to operational status equals thirteen weeks! Time to fabricate the four remotely controlled flare units is not included in the above. This may require approximately four weeks.

**Response:** The proposed Contract shall commence upon execution of agreement by both parties. Cloud seeding operations shall commence within 90 calendar days after issuance of the NTP. This will allow enough time for preparation of the report and generators.

27. **Question:** A couple of questions, can certain tasks be conducted prior to the acceptance of the updated report? For example, site surveys and remote flare unit fabrication? Perhaps these items would not be construed as implementation of the plan?

**Response:** Approval to begin work on the tasks identified in the Scope of Work will not occur until the NTP is issued. Any work performed without the County's prior written approval shall be deemed a gratuitous effort by the Contractor.

28. **Question:** Can the length of time needed to get approval of the negotiated contract be by the Los Angeles County Board of Supervisors be shortened? If the Board has shown interest in this program, perhaps there are some emergency provisions that could be exercised to expedite the process?

**Response:** The timeline discussed during the Proposer's Conference is tentative, and it is based upon an already expedited timeline.

29. **Question:** Is Sexual Misconduct Insurance a standard requirement on contracts of this type? Not sure who needs the protection; is it our employees or LACDPW employees?

**Response:** Please refer to Item 4 of the Addendum Section above.

June 10, 2015  
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If you have questions concerning the above information, please contact Mr. Andres Campaz at (626) 458-4072, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works

A handwritten signature in black ink, appearing to be 'JMQ' followed by 'for'.

JOSE M. QUEVEDO  
Assistant Deputy Director  
Architectural Engineering Division

AC

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Enc.

**SCHEDULE OF PRICES FOR  
AS-NEEDED WEATHER MODIFICATION  
(CLOUD SEEDING) SERVICES (2015-AN013)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following prices. The Proposer's rates shall include all administrative costs, supervision, labor, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities whatever they may be. Notwithstanding the amounts of compensation quoted in the Schedule of Prices, Public Works and the Contractor may agree in writing that specified tasks or deliverables may be compensated at a lower rate than the amount quoted, as a result of savings realized in the performance of the work. Should the Contractor perform any task for a lower price than originally agreed, or should any task be curtailed, resulting in a surplus in the funds encumbered for the work, Public Works may direct the application of any surplus to increase the quality or quantity of any other tasks provided for in the Schedule of Prices, Form PW-2. However, such reallocation of funds is permitted only with the written approval of Public Works.

**TASK A**

<b>TASK</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>NO. OF UNITS</b>	<b>TOTAL ANNUAL PROPOSED PRICE (Unit cost x No. of units)</b>
A.1.a	Cloud Seeding Development: Evaluate Locations	HOUR	\$	60	\$
A.1.g	Cloud Seeding Development: Draft Cloud Seeding Report	EACH	\$	1	\$
A.1.g	Cloud Seeding Development: Final Cloud Seeding Report	EACH	\$	1	\$
A.2.d	Implementation: Flare Unit Fabrication	EACH	\$	4	\$
A.2.d	Implementation: Flare Unit Installation	EACH	\$	4	\$
A.2.d	Implementation: Manual Unit Installation	EACH	\$	6	\$
A.1.k.v.(7)	Operation: Equipment Removal and Storage	EACH	\$	10	\$
<b>TASK A - SUBTOTAL</b>					<b>\$</b>

**SCHEDULE OF PRICES FOR  
AS-NEEDED WEATHER MODIFICATION  
(CLOUD SEEDING) SERVICES (2015-AN013)**

**TASK B**

TASK	ITEM DESCRIPTION	UNIT	UNIT COST	NO. OF UNITS	TOTAL ANNUAL PROPOSED PRICE (Unit cost x No. of units)
B	Operation: Flare Unit Direct Costs	MONTH	\$	6	\$
B	Operation: Manual Unit Direct Costs	MONTH	\$	6	\$
B.3.f	Operation: Flares	EACH	\$	500	\$
B.3.f	Operation: Manual Silver Iodide Usage	HOUR	\$	2400	\$
<b>TASK B - SUBTOTAL</b>					<b>\$</b>

**TASK C**

TASK	ITEM DESCRIPTION	UNIT	UNIT COST	NO. OF UNITS	TOTAL ANNUAL PROPOSED PRICE (Unit cost x No. of units)
C.1.a	Documentation: Monthly Reports	EACH	\$	6	\$
C.2.a	Documentation: Draft Annual Report	EACH	\$	1	\$
C.2.a	Documentation: Final Annual Report	EACH	\$	1	\$
<b>SUBTOTAL TASK C</b>					<b>\$</b>
<b>TOTAL ANNUAL PROPOSED PRICES (A+B+C)</b>					<b>\$</b>

LEGAL NAME OF PROPOSER

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL

TITLE OF AUTHORIZED PERSON

DATE

STATE CONTRACTOR'S LICENSE NUMBER

LICENSE TYPE

PROPOSER'S ADDRESS:

PHONE

FACSIMILE

E-MAIL